

NO. S-74-02-34
Amended

SPECIAL ORDINANCE NO. S- 42-74

AN ORDINANCE approving Agreements To
Purchase Real Estate for the Avondale
Substation Expansion

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The Agreements to Purchase Real Estate needed in connection with the Avondale Substation Expansion, dated February 18, 1974, between the City of Fort Wayne by and through its Mayor and the Board of Public Works, as follows:

HELEN C. FOLTZ - For the sum of \$12,000.00

The South 39 feet of Lot Number 7 Edgewood Addition, an Addition to the City of Fort Wayne, Allen County, Indiana

DANFORD M. McCOMB - For the sum of \$8,000.00

38 feet North of the South 39 feet of Lot Number 7 Edgewood Addition, an Addition to the City of Fort Wayne, Allen County, Indiana

ERNIE V. HARMEYER and CAROLINE R. HARMEYER - For the sum of \$6,500.00

The North 38 feet of Lot Number 7 Edgewood Addition, an Addition to the City of Fort Wayne, Allen County, Indiana

~~FIRST ASSEMBLY OF GOD OF FORT WAYNE, INDIANA, INC.~~

For the sum of \$25,000.00

The west half of Lots 87 and 88 of South Walton Avenue Acres Addition, an Addition to the City of Fort Wayne, Allen County, Indiana

for a total amount of ~~\$51,500.00~~, cash to be paid as above set forth to each property owner upon the delivery of a good and sufficient Warranty Deed for each of said parcels of real estate, all as more particularly set forth in said Agreements, which are by reference incorporated herein and made a part hereof, are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM

150 000 000
 Phil B. L.
 CIV ATTORNEY

Read the first time in full and on motion by Burns, seconded by Thargo, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City-Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 2-26-74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Thargo, and duly adopted, placed on its passage. Passed (~~Lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 2-26-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. D-42-74 on the 36th day of March, 1974.

Charles W. Westerman
CITY CLERK

ATTEST: (SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of March, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of March, 1974, at the hour of 4:30 o'clock P. M., E.S.T.

Jack Brown
MAYOR

Bill No. S-74-02-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
Approving Agreement to Purchase Real Estate for the Avondale
Substation Expansion

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance as amended PASS.

Paul M. Burns - Chairman

James S. Stier - Vice-Chairman

Vivian G. Schmidt

Donald J. Schmidt

Eugene Kraus, Jr.

Paul M. Burns
James S. Stier
Vivian G. Schmidt
Donald J. Schmidt
Eugene Kraus

DATE 3-26-74 CONCURRED IN
CITY CLERK

Hold

*Mr. Wayne Zander
to speak*

Bill No. S-74-02-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
Approving Agreements To Purchase Real Estate for the Avondale
Substation Expansion

*Noted
OK*

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 82 PASS.

Paul M. Burns - Chairman

Paul M. Burns

James S. Stier - Vice-Chairman

Vivian G. Schmidt

Donald J. Schmidt

Eugene Kraus, Jr.

AGREEMENT TO PURCHASE REAL ESTATE

DATE: February 14, 1974

TO: HELEN C. FOLTZ, Widow OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of
\$ 12,000.00 the real estate in Allen County, Indiana,
commonly known as 4818 Avondale Drive

the legal description of which is: The South 39 feet of Lot Number 7 Edgewood Addition,
an Addition to the City of Fort Wayne, Allen County, Indiana

The City will pay said sum of \$ 12,000.00 for said property upon the
following terms: Cash upon the delivery to me of a properly executed Warranty Deed
for said property.

This Agreement to Purchase is made subject to the following terms and conditions:

1. The City shall assume and pay the taxes upon said real estate as pro-rated to closing, and all subsequent taxes, and shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

2. Prior to the execution of the Warranty Deed you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. The City will have said abstract examined by our attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

3. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements. At said closing, you shall deliver to the City a properly executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted, unless otherwise specified and agreed to by the City. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before April 1, 1974. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives. The agreement will, however, be subject to approval of the Fort Wayne Common Council.

7. Seller will furnish the City, ^{prior to} ~~on~~ date of closing a proper, up to date Certificate of Survey of said real estate showing dimensions thereof and location of all improvements located thereon.

Buyer: CITY OF FORT WAYNE INDIANA

By: [Signature]

Address: _____

Phone: _____

Dated this 18th day of February, 1974.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof _____

Seller: Mrs. Helen Foltz

Address: 4818 Avondale Drive

Phone: 456-3664

Seller: Mrs. Helen Foltz

Address: 4818 Avondale Dr

Phone: 456-3664

Dated this 17th day of February, 1974.

AGREEMENT TO PURCHASE REAL ESTATE

DATE: February 14 1974

TO: DANFORD M. McCOMB OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of
\$ 8,000.00 the real estate in Allen County, Indiana,
commonly known as 4816 Avondale Drive

the legal description of which is: 38 feet North of the South 39 feet of Lot Number 7
Edgewood Addition, an Addition to the City of Fort Wayne, Allen County, Indiana.

The City will pay said sum of \$ 8,000.00 for said property upon the
following terms: Cash upon the delivery to me of a properly executed Warranty Deed
for said property.

This Agreement to Purchase is made subject to the following terms and conditions:

1. The City shall assume and pay the taxes upon said real estate as pro-rated to closing, and all subsequent taxes, and shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.
2. Prior to the execution of the Warranty Deed you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. The City will have said abstract examined by our attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.
3. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements. At said closing, you shall deliver to the City a properly executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted, unless otherwise specified and agreed to by the City. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before April 1, 1974. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives. The agreement will, however, be subject to approval of the Fort Wayne Common Council.

7. Seller will furnish the City ^{price to} ~~the~~ date of closing a proper, up to date Certificate of Survey of said real estate showing dimensions thereof and location of all improvements located thereon.

Buyer: CITY OF FORT WAYNE, INDIANA

By: [Signature]

Address: _____

Phone: _____

Dated this 18th day of February, 1974.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof _____

Seller: Danford M. Williams

Address: 15202 Coldwater Road

Phone: 627-3934

Seller: _____

Address: _____

Phone: _____

Dated this 14th day of February, 1974.

AGREEMENT TO PURCHASE REAL ESTATE

DATE: February 14, 1974

TO: ERNIE V. HARMEYER and CAROLINE R. HARMEYER OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of \$6,600.00 ^{CF, CH} the real estate in Allen County, Indiana, commonly known as 4814 Avondale Drive

the legal description of which is: The North 38 feet of Lot Number 7 Edgewood Addition, an Addition to the City of Fort Wayne, Allen County, Indiana

The City will pay said sum of \$6,600.00 ^{CF, CH} for said property upon the following terms: Cash upon the delivery to me of a properly executed Warranty Deed for said property.

This Agreement to Purchase is made subject to the following terms and conditions:

1. The City shall assume and pay the taxes upon said real estate as pro-rated to closing, and all subsequent taxes, and shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

2. Prior to the execution of the Warranty Deed you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. The City will have said abstract examined by our attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

3. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements. At said closing, you shall deliver to the City a properly executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted, unless otherwise specified and agreed to by the City. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before at time of closing. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives. The agreement will, however, be subject to approval of the Fort Wayne Common Council.

7. Seller will furnish the City ^{prior to} ~~at~~ date of closing a proper, up to date Certificate JPB
of Survey of said real estate showing dimensions thereof and location of all improvements
located thereon.

Buyer: CITY OF FORT WAYNE INDIANA

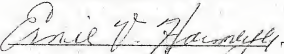
By: 

Address: _____

Phone: _____

Dated this 18th day of February, 1974.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof _____

Seller: 

Address: 4819 South LaFayette Street

Phone: 744-5208

Seller: 

Address: 4819 South LaFayette Street

Phone: 744-5208

Dated this 17th day of February, 1974.

AGREEMENT TO PURCHASE REAL ESTATE

DATE: February 13, 1974

TO: FIRST ASSEMBLY OF GOD OF FORT WAYNE, INDIANA, INC. OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of
\$ 25,000.00 the real estate in Allen County, Indiana,
 commonly known as _____

the legal description of which is: The west half of Lots 87 and 88 of South Walton
Avenue Acres Addition, an Addition to the City of Fort Wayne, Allen County, Indiana

The City will pay said sum of \$ 25,000.00 for said property upon the
 following terms: Cash upon the delivery to me of a properly executed Warranty Deed
for said property.

This Agreement to Purchase is made subject to the following terms and conditions:

1. The City shall assume and pay the taxes upon said real estate as pro-rated to closing, and all subsequent taxes, and shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

2. Prior to the execution of the Warranty Deed you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. The City will have said abstract examined by our attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

3. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements. At said closing, you shall deliver to the City a properly executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted, unless otherwise specified and agreed to by the City. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before at time of closing. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____,

_____, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives. The agreement will, however, be subject to approval of the Fort Wayne Common Council.

7. Seller will furnish the City, ^{prior to} ~~at~~ date of closing a proper, up to date certificate of Survey of said real estate showing dimensions thereof and location of all improvements located thereon. JB

Buyer: CITY OF FORT WAYNE, INDIANA

By: 

Address: _____

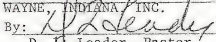
Phone: _____

Dated this 18th day of February, 1974.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof.


1. Subject to approval of The Heitner Corporation, St. Louis, Missouri, mortgages of lots 87 and 88 (West half of) JER
2. Subject also to JER Congregational Approval

Seller: FIRST ASSEMBLY OF GOD OF FORT WAYNE, INDIANA, INC.

XXXXXXX By: 
D. P. Leader, Pastor

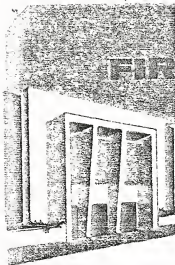
Phone: _____

Seller: FIRST ASSEMBLY OF GOD OF FORT WAYNE, INDIANA, INC.

XXXXXXX By: 
James E. Tolbert, Secretary

Phone: _____

Dated this 13th day of February, 1974.



FIRST ASSEMBLY of GOD

4001 SOUTH ANTHONY
TELEPHONE 744-0727

FORT WAYNE, INDIANA 46806

D. F. LEADER, PASTOR

DAVID LEHMANN, ASSOCIATE

February 13, 1974

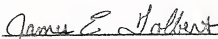
TO WHOM IT MAY CONCERN:

This is to certify that the following resolution was passed by the Board of First Assembly of God of Fort Wayne, Indiana, Inc. in a duly called meeting held February 12, 1974, with a quorum of members present:

"RESOLVED, that this Board recommend to the congregation of First Assembly of God that the offer submitted by the City of Fort Wayne to purchase the West one-half of lots #87 and #88 on Euclid Avenue located just North of the present Church parsonage for the price of \$25,000.00 be accepted.

"BE IT FURTHER RESOLVED, that a special Congregational Business Meeting be called for Thursday night, February 28, 1974, at 7:30 P.M. to consider this matter.

"BE IT FURTHER RESOLVED, that any agreement by the congregation to accept the City's Agreement to Purchase said lots be conditional on the approval of the Heitner Corporation of St. Louis, Missouri, mortgagor of said lots."


James E. Tolbert, Secretary

City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Dr. Jerry Boswell - Board of Works Date 2-27-74

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council - March 5, 1974

COPIES TO:

RE: BILL NO. S-74-02-12

AN ORDINANCE approving contracts with
C.D. ARNOLD CO. AND ALU-ELEC. STRUCTURES,
INC. for two new substations.

RE: BILL NO. S-74-02-34

AN ORDINANCE approving agreements to
purchase Real Estate for the Avondale
Substation Expansion.

Your presence is requested on March 5, 1974, at 7:30 o'clock
P.M., Room 124, by the members of the Common Council and
Paul M. Burns, Chairman of the City Utilities Committee, in
regard to the above bills.

It is also requested that you bring along any materials or
information that you may have which will help the Council in
its decision regarding the above bill.


Charlie

City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Jack Hinman - Electrical Engineer Date 2-27-74

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council - March 5, 1974

COPIES TO:

RE: BILL NO. S-74-02-34

AN ORDINANCE approving Agreements to
Purchase Real Estate for the Avondale
Substation Expansion.

Your presence is requested on March 5, 1974, at 7:30 o'clock P.M., Room 124, by the members of the Common Council and Paul M. Burns, Chairman of the City Utilities Committee, in regard to the above bill.

It is also requested that you bring along any materials or information that you may have which will help the Council in its decision regarding the above bill.


Charlie



THE CITY OF FORT WAYNE

board of public works

March 19, 1974

The Common Council
Fort Wayne, Indiana


Gentlemen and Mrs. Schmidt:

We request a "Prior Approval" on the following three properties to be purchased for the south substation on Avondale:

Helen C. Foltz	\$12,000
Danford M. McComb	\$ 8,000
Ernie V. & Caroline R. Harmeyer	<u>\$ 6,500</u>
Total	\$26,500

Ordinance was introduced to Council on Tuesday, February 26, 1974.

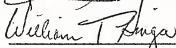
Sincerely,

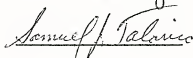

Dr. Jerry D. Boswell, Chairman
Board of Public Works

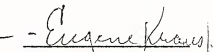
JDB/ss

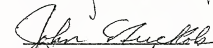
APPROVED:


Eugene Kearney


William T. Ringer


Samuel J. Taliaferro


John E. Smith


James L. Hill


Virgil A. Schmidt

MEMBERS OF THE COMMON COUNCIL

DIGEST SHEET

8-74-02-34

TITLE OF ORDINANCE: Agreement to Purchase 4 properties for Avondale Substation ExpansionDEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Covers four (4) Agreements to purchase properties needed in connection with the proposed expansion of the Avondale Substation. Said properties located in the area of 4800 block of Avondale Drive are:

1. The South 39 feet of Lot Number 7 Edgewood Addition, an Addition to the City of Fort Wayne, Allen County, Indiana. Owner: Helen C. Foltz - Purchase Price: \$12,000.
2. 38 feet North of the South 39 feet of Lot Number 7 Edgewood Addition, and Addition to the City of Fort Wayne, Allen County, Indiana. Owner: Danford M. McComb - Purchase Price: \$8,000.
3. The North 38 feet of Lot Number 7 Edgewood Addition, an Addition to the City of Fort Wayne, Allen County, Indiana. Owner: Ernie V. Harmeyer and Caroline R. Harmeyer - Purchase Price: \$6,500.
4. The west half of lots 87 and 88 of South Walton Avenue Acres Addition, an Addition to the City of Fort Wayne, Allen County, Indiana. Owner: First Assembly of God of Fort Wayne, Indiana, Inc. - Purchase Price: \$25,000.

EFFECT OF PASSAGE: Acquisition of property on which to construct the much needed substation extension.

EFFECT OF NON-PASSAGE: Since Council has previously approved purchase of materials for construction, which materials are on order, the City would be owner of very costly materials with no place to construct.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

\$51,500.00 cost to Electric Utility.

ASSIGNED TO COMMITTEE (J.N.):

City Utility

EIS/ss